

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

REQUEST FOR PROPOSALS SPECIFICATION NO. 04-281

The City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed proposal for:

REDEVELOPMENT OF 2436 N. 48TH STREET/ UNIVERSITY PLACE REDEVELOPMENT PLAN

Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 noon **Wednesday, November 17, 2004** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened at the K Street Complex, reading only the names of the firms submitting proposals.

The University Place Redevelopment Plan and Neighborhood Revitalization and Transportation Analysis for the City of Lincoln CD are available in the Purchasing Division, 440 So. 8th St., Lincoln, NE or telephone 402-441-7410.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above.

REDEVELOPMENT OF 2436 N. 48TH STREET/ UNIVERSITY PLACE REDEVELOPMENT PLAN

1. **INTENT**

- 1.1 The City of Lincoln, Urban Development Department, is seeking proposals from qualified developers/firms for a proposed private redevelopment project on North 48th Street.
- 1.2 The project is located at 2436 N 48th Street, formerly the site of the Northeast Printers Building(see Attachment A). . NOTE: This is not available on-line. Contact the City Purchasing Division at 440 So. 8th St., Lincoln, NE, telephone number 402-441-7410 for additional attachments for this specification.
- 1.3 The City is accepting proposals for this project along the redeveloping N 48th Street corridor.
- 1.4 The successful developer/firm will be selected on the basis of criteria that include qualifications, experience, financial capability, and conformance with the June, 2004 *North 48th Street/University Place Plan*, and the October, 1998, *University Place Redevelopment Plan*.
- 1.5 This project will be funded with TIF, no Federal Funds are available.

2. **SITE**

- 2.1. See Attachment A for the site plan. (See Note above.)
- 2.2 The site is currently zoned B-3. The property may need to be replatted and a plan approval process would then be necessary.
- 2.3 Right of Way will be retained by the City for construction of a left-hand turn lane at the intersection of 48th and Huntington Street.

3. **PROJECT OBJECTIVES**

- 3.1 The goal of this redevelopment project is to revitalize this portion of the North 48th Street corridor in conformance with the *North 48th Street/University Place Plan*, and the *University Place Redevelopment Plan*, which are available to review at the Urban Development Department, 808 P Street, Suite 400, Lincoln.
- 3.2 The City anticipates that this project will be a significant improvement to the site that will contribute to the revitalization of the University Place Neighborhood, as well as the N. 48th Street corridor.
- 3.3 The building(s) should reinforce the Main Street character of the district, as well respect the current urban context and consider the design, scale, color, and other materials that have been developed along the N. 48th Street corridor .
- 3.4 Land use should integrate the Nebraska Wesleyan University and the University of Nebraska-Lincoln East Campus communities into the business district, making University Place the “hometown” environment for both campuses, to the extent feasible.
- 3.5 Elements of this project could include:
 - 3.5.1 A mix of urban uses, including new commercial retail or services at street level, with residential and office development above.
 - 3.5.2 Urban Commercial development oriented to N 48th Street.
 - 3.5.3 Parking provided behind N 48th Street development.
 - 3.5.4 Design with adequate setbacks off 48th Street to provide for the intersection improvements, included in the *North 48th Street/University Place Plan*.

4. **DEVELOPMENT PROCESS**

- 4.1 The City's role in this redevelopment project is that of a catalyst and coordinator.
- 4.2 The public responsibility involves land assembly, coordination, continuation of public improvement activities and monitoring development.

- 4.3 The City recognizes current conditions that necessitate action in the public interest and the commitment of public resources evidenced, in part, by the adoption of *North 48th Street/University Place Plan* by the Lincoln City Council in July, 2004, and the *University Place Redevelopment Plan*, in October 1998.
 - 4.3.1 These include public improvements and disposition or lease of the land in a manner that will ensure optimal redevelopment for the area.
- 4.4 The City is responsible to ensure that all necessary actions are undertaken in a timely, orderly and mutually supportive fashion, within the context of the Redevelopment Plan and all subsequent and related guidelines, agreements and ordinances.
- 4.5 The City reserves the right to accept or reject any or all proposals.
- 4.6 The City Public Works, Parks & Recreation, and Planning Departments will review all site plans for this project.

5. **PROPOSAL CONTENTS**

- 5.1 Statement of development concept, including proposed facilities, buildings, costs, etc.
- 5.2 Statement of respondents experience and data on any recent similar development.
- 5.3 Statement describing and listing the development team, owner, partners; including, name, business address, phone number, and description of roles and responsibilities on this project.
- 5.4 Site plan, preliminary and schematic design drawings of the project including elevations, typical floor plan and landscaping.
- 5.5 Pro Forma on proposed development, including land costs, operating costs and income, debt, and equity.
- 5.6 Information on the proposed site and area improvements, detailing proposed public/private costs.
- 5.7 Timeline of project to include, schedule of estimated start of site preparation, start of construction, completion of construction, and proposed opening date.
- 5.8 Source of equity and debt financing.
- 5.9 Specific expectations of all City participation.
- 5.10 Submit eight (8) copies of the proposal on or before the specified date.

6. **SPECIFIC PROVISIONS TO BE INCLUDED IN A CONTRACT**

- 6.1 The purchase of the land will be for the purpose of redevelopment as described in this Request for Proposals and not for speculation.
- 6.2 Land price will be negotiated between the City and the successful proposer through the redevelopment agreement process.
- 6.3 The land will be built upon and improved in conformity with the objectives and provisions in the *North 48th Street/University Place Plan*, the *University Place Redevelopment Plan*, and this Request for Proposals.
- 6.4 All improvements, including site plan, building materials and landscaping are subject to prior approval by the City.
- 6.5 Construction will commence and be completed within an agreed period of time, which will be discussed and stated in the Redevelopment Agreement.

7. **SUBMISSION AND REVIEW PROCESS**

- 7.1 Proposals must be submitted to the City of Lincoln, Purchasing Agent, 440 South 8th Street, Suite 200, Lincoln, NE 68502, on or before the date and time specified in the Request for Proposals
- 7.2 The review of the proposals shall be conducted by a selection committee approved by the Mayor.
- 7.3 Submitters may be required to make a presentation to the Selection
- 7.4 The findings and recommendations of the selection committee shall be approved by the Mayor.

- 7.5 All who submit a proposal will be notified of the results of the evaluation of their proposals.
- 7.6 Upon notification of selection, the successful proposer will be expected to execute a Redevelopment Agreement with the City of Lincoln, prepared by the City Law Department.
 - 7.6.1 This agreement shall cover all matters pertaining to the parcel being sold.
 - 7.6.2 Following the approval by the City Council, the Redevelopment Agreement shall be executed and the redevelopment shall proceed in accordance with its terms.
- 7.7 The City reserves the right to hold each proposal for a period of sixty (60) days from the due date, for the purpose of review and confirmation of qualifications and financial capabilities of the respondents.
- 7.8 The City of Lincoln further reserves the right to accept or reject any or all proposals received.
- 7.9 The selected proposal, is selected in concept only.
 - 7.9.1 Details are to be negotiated through the redevelopment agreement process with the Urban Development Department and the City Law Department.

8. **SELECTION CRITERIA**

- 8.1 Redevelopment Proposal
 - 8.1.1 The City will evaluate the extent to which prospective developers propose to develop the land for uses in accordance with the objectives of the *University Place Redevelopment Plan*, the *North 48th Street/University Place Plan*, and the terms of the Request for Proposals, including its design guidelines.
- 8.2 Legal and Financial Ability
 - 8.2.1 Prospective developers will be required to show legal and financial ability to carry out the scope of their proposal.
 - 8.2.2 Developers will be required to specify the form of entity that will take title to the land contained in their proposal, execute the construction work and market and/or operate the completed facilities.
- 8.3 Implementation Ability
 - 8.3.1 Prospective developers will be required to demonstrate the experience, qualifications, and ability to complete projects of the scope and complexity of their proposal, and to demonstrate the ability to operate the project.
- 8.4 Design
 - 8.4.1 The City will evaluate the extent to which the proposals involve structures of high quality, including design, and that are consistent with the design objectives and standards contained in the Redevelopment Plan, the N 48th St/University Place Study, and in this Request for Proposals.
 - 8.4.2 Specific areas of project evaluation will include but not be limited to:
 - 8.4.2.1 Respect for the aesthetic values of the area through high design standards and an emphasis on the "Main Street" character of the district.
 - 8.4.2.2 New job creation incentive
 - 8.4.2.3 Construction design standards
 - 8.4.2.4 The integration of the development with existing surroundings.
 - 8.4.2.5 A mixed use of urban uses.

INSTRUCTIONS TO PROPOSERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.
- 4.3 Proposer warrants and represents to the City that all software/firmware/hardware/equipment/systems developed, distributed, installed or programmed by Proposer pursuant to this Specification and Agreement.
 - 4.3.1 That all date recognition and processing by the software / firmware / hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 4.3.2 That all date sorting by the software/

firmware/hardware/equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/firmware/hardware/equipment/systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/firmware/hardware/equipment/systems with software / firmware / hardware/equipment/systems that does comply with this Specification and Agreement.

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are written instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda in their proposal.

8. ANTI-LOBBYING PROVISION

- 8.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

9. EVALUATION AND AWARD

- 9.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 9.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 9.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 9.5 A committee will be assigned the task of reviewing the proposals received.
- 9.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
- 9.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 9.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 9.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

10. INDEMNIFICATION

- 10.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by

any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 10.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

11. LAWS

- 11.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

12. AWARD

- 12.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 12.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
- 12.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.
- 12.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
- 12.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.
- 12.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.
- 12.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 12.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

13. AFFIRMATIVE ACTION

- 13.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

14. LIVING WAGE

- 14.1 The proposers agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.